

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LaSalle Business Credit, LLC		04/27/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-4105
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1705433	LESTER
Registration Number:	1686446	LESTER
Registration Number:	1690190	LESTER
Registration Number:	1708692	LESTER
Registration Number:	0862254	LESTER'S
Registration Number:	2458233	IMPROV
Registration Number:	3040304	LESTER BUILDINGS
Registration Number:	3040305	L LESTER BUILDINGS
Registration Number:	2959820	L
Registration Number:	3044346	UNI-FRAME

CORRESPONDENCE DATA

Fax Number: (612)604-6838

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK

REEL: 003399 FRAME: 0776

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OP \$265.00 1705433

Phone: 612-604-6638
Email: dmoran@winthrop.com
Correspondent Name: David E. Moran, Jr.
Address Line 1: 225 South Sixth Street
Address Line 2: Suite 3500
Address Line 4: Minneapolis, MINNESOTA 55042

ATTORNEY DOCKET NUMBER:	9154.61
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NAME OF SUBMITTER:	David E. Moran, Jr., Esq.
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Signature:	/David E. Moran, Jr./
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Date:	09/29/2006
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Total Attachments: 4
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ASSIGNMENT OF LOAN DOCUMENTS

This Assignment is made and entered into as of this 27th day of April, 2006, by and between LaSalle Business Credit, LLC, a Delaware limited liability company with its offices at 135 South LaSalle Street, Chicago, Illinois 60603-4105 ("Assignor") and LaSalle Bank National Association, a national banking association, with its offices at 135 South LaSalle Street, Chicago, Illinois 60603-4105 ("Assignee").

For value received, Assignor does hereby assign and transfer to Assignee all of its right, title and interest in and to (i) that certain Loan and Security Agreement dated July 30, 2004 entered into by and among Assignor and Lester Building Systems, LLC, a Minnesota limited liability company and Lester Buildings, LLC, a Minnesota limited liability company (collectively, "Borrower"), (as amended from time to time, the "Loan Agreement") and all instruments, documents and agreements related thereto (referred to hereinafter, together with the Loan Agreement, as the "Loan Agreements"), (ii) all loans and advances made by Assignor to Borrower thereunder (the "Loans"), and (iii) any and all collateral and security for the Loans (the "Collateral").

Without limiting the generality of the foregoing, the Assignor does hereby specifically assign and transfer to the Assignee all of its right, title and interest in and to the following documents (all of which are dated July 30, 2004 except as otherwise indicated below):

Loan Agreement

Revolving Note (in the original principal amount of \$4,500,000)

Term Note (in the original principal amount of \$1,450,000)

Master Letter of Credit Agreement

Deposit Account Control Agreement

Lock Box and Blocked Account Agreement

Trademark Security Agreement

UCC Financing Statement listing Lester Building Systems, LLC as the Debtor and filed of record with the Minnesota Secretary of State on July 27, 2004, Filing No. 200412678731

UCC Financing Statement listing Lester Buildings, LLC as the Debtor and filed of record with the Minnesota Secretary of State on July 27, 2004, Filing No. 200412679087

Continuing Unconditional Guaranty – John R. Hill

Continuing Unconditional Guaranty – Larry J. Lembrich

Waiver of Interest – Cynthia J. Hill (dated July 29, 2004)

Waiver of Interest – Rebecca J. Lembrich (dated July 29, 2004)

Continuing Unconditional Guaranty – Lester Commercial Properties, LLC

Continuing Unconditional Guaranty – Lester Properties – MN, LLC

Continuing Unconditional Guaranty – Lester Properties – IL, LLC

Continuing Unconditional Guaranty – Lester Properties – VA, LLC

Continuing Unconditional Guaranty – Lester Properties – WI, LLC

Assignment of Life Insurance Policy as Collateral Security – John R. Hill

Assignment of Seller's Representations, Warranties, Covenants and Indemnities under the Asset Purchase Agreement

Certificate of Closing of Asset Purchase Agreement

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Subordinated Promissory Note – Charles H. Tickles and Debra F. Tickles
Subordinated Promissory Note – Ronald S. Henley
Subordinated Promissory Note – John Sigmond III and Karen E. Sigmond
Subordinated Promissory Note – Nelson Witmer
Subordinated Promissory Note – Ralph Witmer
Subordinated Promissory Note – Curt Fankhauser
Subordination Agreement – Charles H. Tickles and Debra F. Tickles
Subordination Agreement – Ronald S. Henley
Subordination Agreement – John Sigmond III and Karen E. Sigmond
Subordination Agreement – Nelson Witmer
Subordination Agreement – Ralph Witmer
Subordination Agreement – Curt Fankhauser (dated July 26, 2004)
Landlord's Agreement – Lester Properties – MN, LLC
Landlord's Agreement – LB Real Properties, Inc.
Landlord's Agreement – Lester Properties – WI, LLC
Landlord's Agreement – Butler Manufacturing Company
Landlord's Agreement – Lester Properties – VA, LLC
Environmental and ADA Indemnity Agreement
Certificate of Authority – Lester Building Systems, LLC
Certificate of Authority – Lester Buildings, LLC
Certificate of Authority of Limited Liability Company Guarantor – Lester Commercial Properties, LLC
Certificate of Authority of Limited Liability Company Guarantor – Lester Properties – MN, LLC
Certificate of Authority of Limited Liability Company Guarantor – Lester Properties – IL, LLC
Certificate of Authority of Limited Liability Company Guarantor – Lester Properties – VA, LLC
Certificate of Authority of Limited Liability Company Guarantor – Lester Properties – WI, LLC
Opinion of Counsel of Moss & Barnett
Waiver Agreement

Assignor shall execute and deliver to Assignee any and all documents necessary to effect the transfer and assignment of Assignor's rights to Assignee and shall obtain the acknowledgment of the Borrower to the transfer and assignment. Assignor shall further deliver any and all original documents in its possession, including without limitation, the Loan Agreements, to Assignee (as those terms are defined in the Lockbox and Blocked Account Agreement).

Assignor further acknowledges that all items received in the Lock Box Accounts and all monies now or hereafter received by Assignor in the Blocked Account established at Assignee shall be the sole and exclusive property of Assignee and Assignor agrees that all expenses for the maintenance of or otherwise with respect to the Account are the responsibility of Borrower and Assignor waives any right of deduction, setoff, banker's lien, or any other right in favor of Assignor against monies now or hereafter on deposit in the Account.

Assignor represents and warrants that (i) the outstanding principal balance of the Loans as of the date hereof is \$547,222.20, which amount is not disputed by Borrower, (ii) the accrued and unpaid interest on the Loans as of the date hereof is \$9,521.01, which amount is not disputed by Borrower, (iii) the total of all other amounts due and payable by the Borrower to the Assignor is \$520.68, which amount is not disputed by Borrower (iv) the Loan Agreements and any and all other documentation evidencing the Loans are the valid and binding obligations of Borrower and Assignor and (v) that none of Borrower, Assignor or any other party thereto are in default with respect to their obligations thereunder.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the 27th day of April, 2006.

LASALLE BUSINESS CREDIT, LLC

By: Bradley E. Handrich
Its: VP

The undersigned hereby consent to the foregoing Assignment (and the terms thereof) and agree to perform all of their respective obligations under the Loan Agreements and other documents assigned pursuant thereto.

LESTER BUILDING SYSTEMS, LLC

By: _____
Its: _____

LESTER BUILDINGS, LLC

By: _____
Its: _____

John R. Hill

Larry J. Lembrich

Assignor represents and warrants that (i) the outstanding principal balance of the Loans as of the date hereof is \$ 547,222.20, which amount is not disputed by Borrower, (ii) the accrued and unpaid interest on the Loans as of the date hereof is \$ 9,521.01, which amount is not disputed by Borrower, (iii) the total of all other amounts due and payable by the Borrower to the Assignor is \$ 520.68, which amount is not disputed by Borrower (iv) the Loan Agreements and any and all other documentation evidencing the Loans are the valid and binding obligations of Borrower and Assignor and (v) that none of Borrower, Assignor or any other party thereto are in default with respect to their obligations thereunder.

27th IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day of April, 2006.

LASALLE BUSINESS CREDIT, LLC

By: _____
Its: _____

The undersigned hereby consent to the foregoing Assignment (and the terms thereof) and agree to perform all of their respective obligations under the Loan Agreements and other documents assigned pursuant thereto.

LESTER BUILDING SYSTEMS, LLC

By: John R. Hill
Its: President

LESTER BUILDINGS, LLC

By: John R. Hill
Its: President

John R. Hill
John R. Hill
Larry J. Lembrich
Larry J. Lembrich

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